

AUTHENTICATED  
COPY

AMENDMENT NO. 5

TO

INTERAGENCY AGREEMENT

BETWEEN

UNITED STATES DEPARTMENT OF DEFENSE  
KIRTLAND AIR FORCE BASE

AND

UNITED STATES  
DEPARTMENT OF ENERGY  
WESTERN AREA POWER ADMINISTRATION  
SALT LAKE CITY AREA INTEGRATED PROJECTS

FOR

FIRM ELECTRIC SERVICE

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1. PREAMBLE

This Interagency Agreement Amendment (Amendment) is made this 8<sup>th</sup> day of January, 2003, between the UNITED STATES OF AMERICA, Western Area Power Administration (Western), and the UNITED STATES DEPARTMENT OF DEFENSE-KIRTLAND AIR FORCE BASE (Contractor) as part of Interagency Agreement No. 87-SLC-0029 as amended (Original Agreement) pursuant to the same authorities as the Original Agreement, and subject to all of the provisions of the Original Agreement except as herein amended.

2. EXPLANATORY RECITALS

2.1 Western offered and the Contractor executed the Original Agreement which

1 provides, among other things, for the sale of firm electric service from the Salt  
2 Lake City Area Integrated Projects.

3 2.2 The Contractor has also entered into Base Support Agreement No. DE-GM04-  
4 99AL66008 or any superseding agreement with DOE-AL under which (1) the  
5 DOE-AL agrees to reimburse the Contractor for utilities consumed by DOE-AL  
6 and its contractors, and (2) DOE-AL will be responsible for the acquisition of  
7 electric power and energy for Kirtland Air Force Base (KAFB) and Sandia  
8 National Laboratories (SNL) located near Albuquerque, New Mexico. Under this  
9 Base Support Agreement, KAFB will serve as the paying agent for off-site utility  
10 supply arrangements that DOE-AL contracts for on behalf of KAFB/SNL.

11 2.3 DOE-AL has entered into Interagency Agreement No. 98-SLC-0357 with  
12 Western for the supply of supplemental power needs of KAFB/SNL above the  
13 amount available under the Original Agreement.

14 2.4 Western, DOE-AL, and the Contractor have agreed that bills for services provided  
15 for under Interagency Agreement No. 98-SLC-0357 shall be combined with the  
16 bills for services under the Original Agreement.

17  
18 3. AGREEMENT

19 The Parties agree to the terms and conditions set forth herein.  
20

21 4. BILLING FOR ELECTRIC SERVICES

22 4.1 The Contractor agrees that Western shall submit a single bill to KAFB for  
23 electrical services under the Original Agreement and Interagency Agreement  
24 No. 98-SLC-0357.

1 4.2 For services under both agreements, Western will bill and KAFB will pay in  
2 accordance with Section 13, Billing and Payment of the General Power Contract  
3 Provisions of the Original Agreement, as amended. Western shall submit  
4 monthly invoices and supporting detail with services under both agreements  
5 separately identified to the addresses below.  
6  
7  
8  
9  
10

11 377 Civil Engineer Division  
12 ATTN: Dennis Warren, Utilities Engineer  
13 377 MSG / CEU  
14 2050 Wyoming Boulevard SE (Building 20674)  
15 Kirtland AFB, NM 87117-5663  
16

17 And

18 U.S. Department of Energy  
19 Albuquerque Operations Office  
20 ATTN: Milton West/CPD  
21 P.O. Box 5400  
22 Albuquerque, NM 87185 5400  
23  
24

25 5. TERM OF ORIGINAL AGREEMENT AND THIS AMENDMENT

26 This Amendment shall become effective when executed by both parties and shall remain  
27 in effect until the termination of the Original Agreement or Interagency Agreement  
28 No. 98-SLC-0357, whichever occurs first. Provided, however, that this Amendment shall  
29 be implemented on the first power bill after the first month of service under Interagency  
30 Agreement No. 98-SLC-0357, or thereafter as soon as practicable.  
31

32 6. GENERAL POWER CONTRACT PROVISIONS

33 The General Power Contract Provisions effective July 10, 1998, attached hereto, are

1 hereby made a part of this agreement the same as if they had been expressly set forth  
2 herein; Provided, that articles 3, 19 through 24, and 27 shall not be applicable hereto.


3  
4  
5 7. ORIGINAL AGREEMENT TO REMAIN IN EFFECT

6 Except as expressly modified herein, the Original Agreement shall remain in effect, and  
7 this Amendment shall be subject to all the provisions of said Original Agreement as  
8 modified herein.  
9  
10  
11

1 IN WITNESS WHEREOF, the Parties have caused this Amendment to be executed the day and  
2 year first above written.

WESTERN AREA POWER ADMINISTRATION

By:

  
Burt Hawkes  
Power Marketing and Contracts  
CRSP Management Center  
Western Area Power Administration  
P. O. Box 11606  
Salt Lake City, UT 84147-0606

UNITED STATES DEPARTMENT OF DEFENSE  
KIRTLAND AIR FORCE BASE

By:

  
KATHLEEN D. CLOSE, Colonel, USAF  
Commander